

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Contract ID Code

Page 1 of Pages 3

2. Amendment/Modification No. 0006	3. Effective Date May 19, 2008	4. Requisition/Purchase Req. No. NWWG9503-8-39452	5. Project No. (If applicable) Code
6. Issued By NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPSS3 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000 MARILYN CLARK 228 688-2382	Code WG953023	7. Administered By (If other than Item 6) SEE BLOCK 6	
8. Name and Address of Contractor (No., Street, County, and Zip Code)  SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 921211578		Vendor ID: 00004157 DUNS: 148095086  CAGE: 0T5L1	(X) 9A. Amendment of Solicitation No.  9B. Date (See Item 11)  10A. Modification of Contract/Order No. QA1330-05-CQ-1035 10B. Date (See Item 13) May 11, 2005
Code	Facility Code		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)  
\$ US 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b)
X	C. This supplemental agreement is entered into pursuant to authority of: FAR 52.243-1 Alt II, Changes-Fixed Price and FAR 52.243-2 Alt II, Changes-Cost Reimbursement
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.  
(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

14. Description of Amendment/Modification
- The purpose of this modification is to incorporate Service Contract Act Wage Determination updates, incorporate new rate table reflecting a 3.3% increase for Contract Year 4 beginning 07/01/2008, and to remove all reference to "Award Term Option" and replace it with "Award Term Incentive Plan" herein, effective immediately.
  - As a result of the above changes, replacement pages are attached and shall be used to determine new negotiation baselines.
  - No other changes are made at this time. All other terms and conditions remain the same and in full effect.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name and Title of Signer (Type or Print)  MARILYN CLARK Contracting Officer marilyn.clark@noaa.gov	16A. Name and title of Contracting Officer (Type or Print) 228 688-2382
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed  16B. United States of America (Signature of Contracting Officer)
	16C. Date Signed Jun 3, 2008

NSN 7540-01-152-8070

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30-105

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

SCHEDULE					
Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001AA	<p>BASE PERIOD: 07/01/2005 - 06/30/2010</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full five year base period of this contract under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2010</p> <p>FOB: Destination</p>	5	YR	NSP	NSP
0002AB	<p>AWARD TERM PERIOD ONE: 07/01/2010 - 06/30/2011</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2011</p> <p>FOB: Destination</p>	1	YR	NSP	NSP
0002AC	<p>AWARD TERM PERIOD TWO: 07/01/2011 - 06/30/2012</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2012</p> <p>FOB: Destination</p>	1	YR	NSP	NSP
0002AD	<p>AWARD TERM PERIOD THREE: 07/01/2012 - 06/30/2013</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2013</p> <p>FOB: Destination</p>	1	YR	NSP	NSP
0002AE	<p>AWARD TERM PERIOD FOUR: 07/01/2013 - 06/30/2014</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2014</p> <p>FOB: Destination</p>	1	YR	NSP	NSP
0002AF	<p>AWARD TERM PERIOD FIVE: 07/01/2014 - 06/30/2015</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2015</p> <p>FOB: Destination</p>	1	YR	NSP	NSP

<b>AWARD / CONTRACT</b>		This Contract is a rated order under DPAS (15 CFR 350)		Rating	Page 1 of Pages 43
2. Contract (Proc. Inst. Ident.) No. QA133005CQ1035		3. Effective Date May 11, 2005		4. Requisition / Purchase Request / Project No. NWWG9503-5-23210	
5. Issued By NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPS53 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000 MARILYN CLARK MXC 228 688-2382 marilyn.clark@noaa.gov		Code WG953023		6. Administered By (if other than item) See Item 5 Code WG953023	
7. Name and address of Contractor (No., Street, City, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 921211578		Vendor ID: 00004157 DUNS: 148095086 CEC: Cage Code: 0T5L1 TIN: 953630868		8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below) 9. Discount for prompt payment	
Code		Facility Code		10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: Item AJ800023	
11. Ship To / Mark For See Schedule		Code WG953023		12. Payment will be made by CENTRAL ADMIN SUPPORT CENTER /CC 601 EAST 12TH STREET KANSAS CITY, MO 64106 Code AJ800023	
3. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C( ) <input type="checkbox"/> 41 U.S.C. 253 (C)( )		14. Accounting and Appropriation Data See Schedule			

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	DUNS # 148095086 POC: Technical Assistant 228-688-2823 Period of Performance: 5 Years (7/1/2005 – 6/30/2010), with 5 Award Term Years				

**15G. TOTAL AMOUNT OF CONTRACT US\$ 500,000,000.00**

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Contracting Officer will complete item 17 or 18 as applicable

7. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18. <input type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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1A. Name and Title of Signer (Type or Print)		20A. Name of Contracting Officer MARILYN CLARK 228 688-2382 marilyn.clark@noaa.gov	
1B. Name of Contractor	19C. Date Signed	20B. United States of America	20C. Date Signed
y _____ (Signature of person authorized to sign)		By _____ (Signature of Contracting Officer)	

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STANDARD FORM 26 (REV. 12/2002)  
 Prescribed by GSA – FAR (48 CFR) 53.214 (a)

# Supplies or Services and Prices/Co

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Provide all necessary labor and materials to operate and maintain the NOAA NOAA/NWS/NDBC Integrated Ocean Observing Systems (IOOS).	TBD	TBD	TBD	NTE 500,000,000.00
0001AA	Base Period of Contract			NSP	NSP

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## B.1 SERVICES TO BE ACQUIRED

The contractor shall furnish the necessary management, personnel, facilities, and equipment (unless furnished by the Government) to provide Performance-Based Technical Services to Operate and Maintain the NOAA/NWS/NDBC Integrated Ocean Observing Systems (IOOS) for the National Data Buoy Center (NDBC) at Stennis Space Center, MS. Services will be defined and priced on individual task orders. Task orders may be firm-fixed price or cost plus fixed fee. Since this is a performance based contract, incentives and disincentives shall be proposed by the contractor and negotiated/accepted by the Government on each task order. Further, this contract provides an Award-Term Incentive with measurements proposed by the contractor and negotiated/accepted by the Government. Attached to this solicitation is a Statement of Objectives (SOO). By responding to this solicitation, it is understood and agreed the scope of this effort is in broad terms defined by the SOO. The proposal in response to this solicitation may be incorporated in full or in part into this contract. The NAICS code for this solicitation is 561210-Facilit Support Services.

## B.2 1352.216-70 CONTRACT TYPE (MAR 2000)

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for services. As stated above, task orders will be issued as firm-fixed price or cost plus fixed fee. The Contracting officer will determine task order type on a case-by-case basis after completing a risk analysis. This IDIQ contract consists of a single five (5) year base period from 07/01/2005 to 06/30/2010 and five (5) one-year Award-Terms subject to the limitations stated in Section H.

## B.3 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MAR 2000)

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$250,000.00. The amount of all orders shall not exceed \$500,000,000. This contract ceiling includes the base period and any award-term years.

## B.4 1352.216-75 LEVEL OF EFFORT (COST PLUS FIXED FEE TERM CONTRACT) (MAR 2000)

a. In performance of the effort directed in cost plus fixed fee task orders, the Contractor shall provide the total of Direct Productive Labor Hours (DPLH) as specified in the task order during the term specified in the task order. DPLH is defined as actual work hours exclusive of vacation, holidays, sick leave, and other absences.

b. Only the DPLH categories indicated in the task order shall be charged directly to the task order.

c. The hours specified in the task order will be provided as estimates only. If the actual amount of hours incurred falls within 90% to 110% of this estimate, the fee shall not be adjusted.

d. In the event that the Contractor shall be required to provide less than 90% of the estimated DPLH, the fixed fee of the contract shall be equitably adjusted by unilateral modification to the contract. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 90% of the estimated DPLH, calculated as follows:

$$\text{DPLH Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted Fixed Fee} \\ (90\% \times \text{Estimated DPLH})$$

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e. In the event that the Contractor shall be required to provide more than 110% of the estimated DPLH, the fixed fee of the task order shall be equitably adjusted by unilateral modification to the task order. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 110% of the estimated DPLH, calculated as follows:

$$\text{DPLH Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted Fixed Fee} \\ (110\% \times \text{Estimated DPLH})$$

f. These terms and conditions do not supersede the requirements of either FAR clause 52.232-20 - Limitation of Cost, FAR clause 52.232-22 - Limitation of Funds, or FAR clause 52.216-8 - Fixed Fee.

**B.5 FIRM FIXED PRICE TASK ORDERS**

The contractor shall establish a total firm fixed price for this task orders designated as such.

**B.6 RATE SCHEDULE FOR BASE PERIOD**

In order to facilitate the negotiation of task orders, the contractor shall be required to propose a set of firm fixed price rates and cost plus fixed fee rates for each labor category listed below. The rate shall be fully burdened including profit/fee. The rate shall be fixed for the first year of the base period of the contract. The contractor shall propose an escalation rate to be applied for each additional year in the base period.

Position Number	Labor Category - offeror can find Definitions of these labor categories in The Staffing Description Guide located in Section J of this solicitation.
A*	Program Manager
B*	Project Manager
1	Mechanical Engineer
2	Senior Ocean Engineer
3	Ocean/Mechanical Engineer
4	Configuration Management Specialist
5	Senior Program Analyst
6	Senior Electronics Engineer
7	Electronics Engineer
8	Senior Systems Engineer
9	Systems Engineer
10	Senior Software Engineer
11	Software Engineer
12	Drafter IV
13	Drafter III
14	Drafter II
15	Electronics Engineer
16	Engineering Technician VI
17	Engineering Technician V
18	Engineering Technician IV
19	Engineering Technician III
20	Electronics Technician, Maintenance III
21	Electronics Technician, Maintenance II
22	Electronics Technician, Maintenance I
23	Maintenance Machinist
24	Maintenance Trades Helper

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25	Computer Systems Analyst II
26	Computer Systems Analyst I
27	Network Systems Analyst
28	Database Administrator
29	Programmer Analyst III
30	Programmer Analyst II
31	Programmer Analyst I
32	Web Programmer Analyst
33	Senior Data Analyst
34	Data Analyst I
35	Data Analyst II
36	Senior Meteorologist
37	Meteorologist II
38	Meteorologist III
39	Senior Oceanographer
40	Oceanographer II
41	Scientific Systems Analyst
42	Environmental Scientist
43	Data Reduction Analyst II
44	Logistics Specialist
45	Logistics Clerk
46	Illustrator III
47	Senior Quality Assurance Specialist
48	Quality Assurance Specialist
49	Production Control Clerk
50	Word Processor III
51	Consultant
52	Sr Financial Analyst
53	Jr Financial Analyst
54	Purchasing/Contract Specialist
55	Administrative Asst/Secretary III
56	Sr Oceanographer V On Site
57	Sr Systems Engineer IV On Site
58	Sr Systems Engineer V On Site
59	Sr Acoustician IV On Site
60	Reliability Engineer On Site
61	Sr Scientist III On Site
62	Sr Scientist IV On Site
63	Sr Scientist V On Site
64	Sr Scientist VI On Site
65	Mechanical Engineer IV On Site
66	Chief Engineer On Site
67	Hydrographer On Site
68	Project Manager On Site
69	Environmental Scientist On Site
70	Electronics Engineer On Site
71	Systems Engineer On Site
72	Software Engineer On Site
73	Drafter IV On Site
74	Computer Systems Analyst On Site
75	Programmer Analyst II On Site
76	Programmer Analyst I On Site
77	Web Designer/Java Programmer On Site
78	Web Programmer Analyst On Site
79	Data Programmer On Site
80	Data Manager On Site
81	Data Analyst I On Site
82	Mechanical Engineer I On Site

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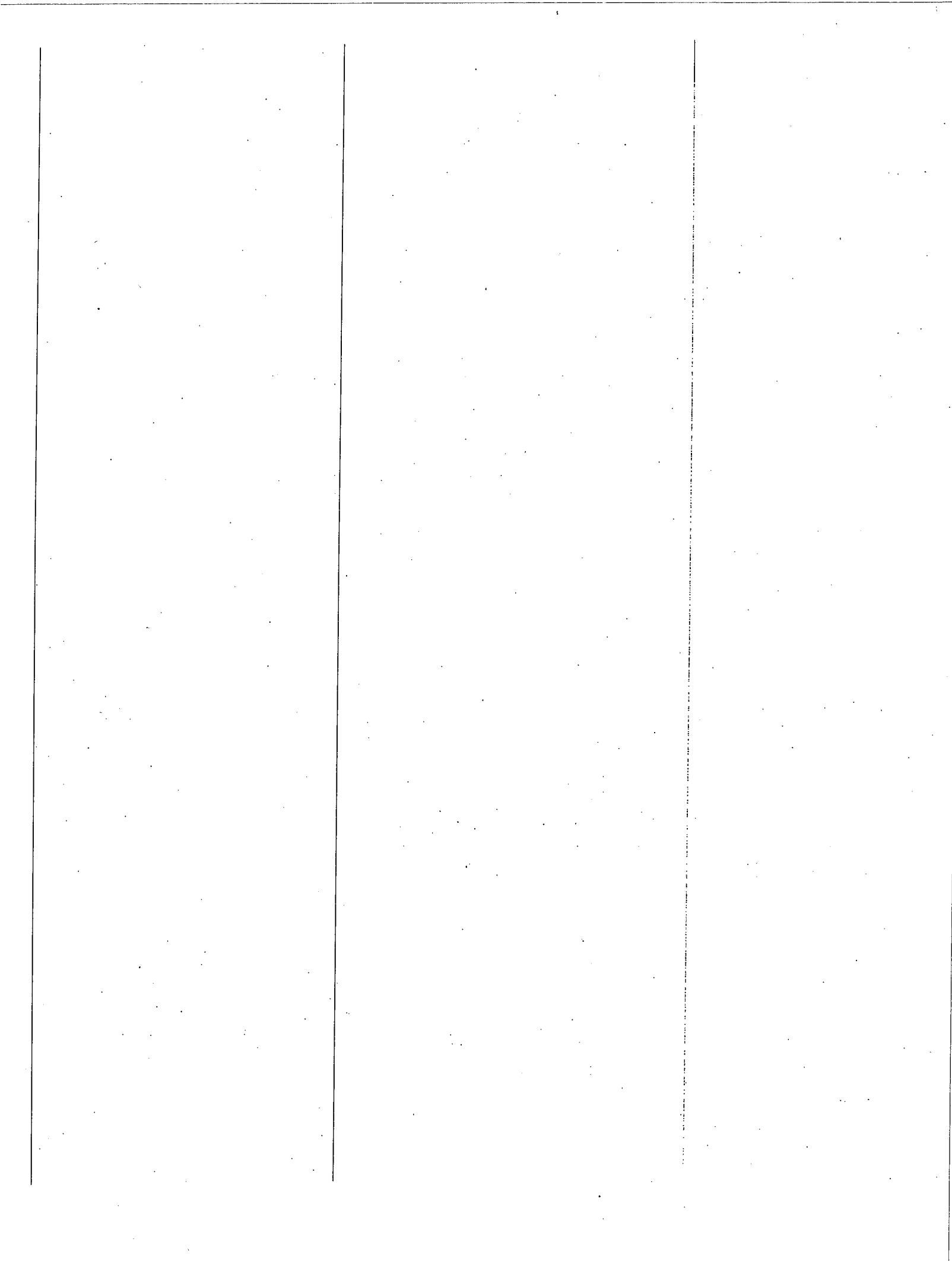
83	Oceanographer I On Site
84	Sr Oceanographer V On Site
85	Ocean Instrument Specialist On Site
86	Ocean Engineer On Site
87	Ocean Operations/Logistics On Site
88	Project Controller On Site
89	Sr Oceanographer On Site
90	Oceanographer III On Site
91	Sr Ocean Engineer On Site
92	Sr Systems Engineer On Site
93	Ocean/Mechanical Engineer On Site
94	Mechanical Engineer I On Site
95	Engineering Technician VI On Site East
96	Engineering Technician VI On Site West
97	Engineering Technician V On Site East
98	Engineering Technician V On Site West
99	Engineering Technician IV On Site East
100	Engineering Technician IV On Site West
101	Engineering Technician III On Site East
102	Engineering Technician III On Site West
103	Electronics Tech, Maint III On Site East
104	Electronics Tech, Maint III On Site West
105	Electronics Tech, Maint II On Site East
106	Electronics Tech, Maint II On Site West
107	Electronics Tech, Maint I On Site East
108	Electronics Tech, Maint I On Site West
109	Maintenance Machinist On Site East
110	Maintenance Machinist On Site West
111	Maintenance Trades Helper On Site East
112	Maintenance Trades Helper On Site West
113	Drafter IV On Site East
114	Drafter IV On Site West
115	Drafter III On Site East
116	Drafter III On Site West
117	Drafter I On Site East
118	Drafter I On Site West
119	RSC Site Manager On Site East
120	RSC Site Manager On Site West
121	Data Systems Architect
122	Sr Scientist V On Site

Firm-Fixed Price hourly burdened labor rates are set for the base period of the contract. As agreed to during negotiations, SAIC has not proposed a ceiling on the Direct Labor Rates for Cost Plus Fixed Fee task orders. The Direct Labor for these tasks shall be billed at actual costs. In contrast, the indirect rates shall have ceilings. Each SAIC company and division will have its own composite ceiling rate for each labor category and there will be no averaging or selecting the higher composite rate for the labor charged to the task. These ceilings are the sum of the individual components (Overhead, Fringe, G&A, SCA Premium) and are not the wrap rates. The following table documents these ceiling composite rates for each SAIC Company and Division during the base period of this contract:

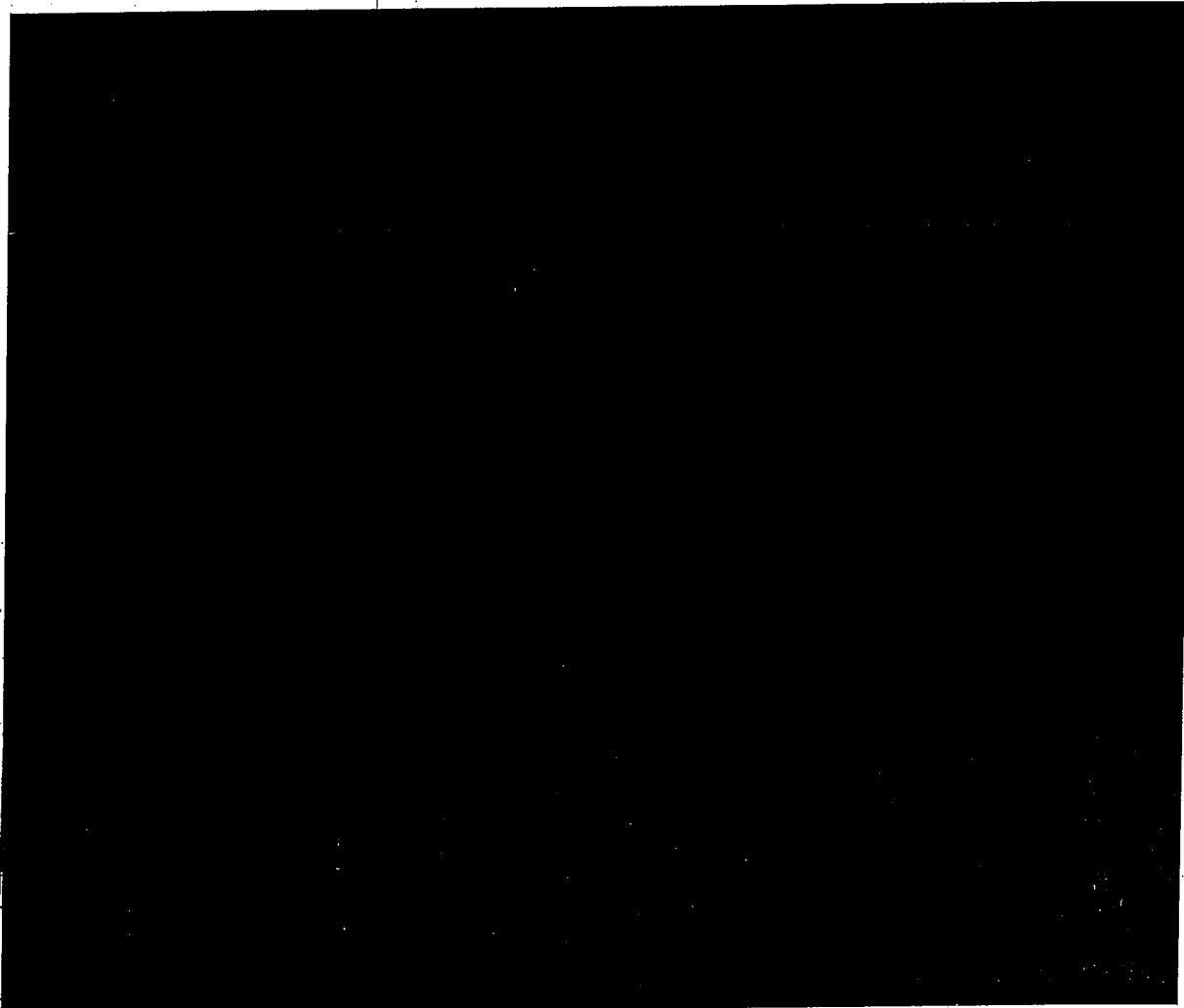
For years two through five in the base period, the offeror shall propose an escalation rate. The escalation rate shall be applied to the fixed price and the cost plus fixed fee rates to cover cost of living increases, other pay raises, and Service Contract Act Wage Determination Adjustments.

The contract rates are fully burdened. Whenever Cost Plus Fixed Fee Task Orders are issued, the fee will be segregated from the other costs during negotiations and fixed in order to comply with the terms and conditions of Cost Plus Fixed Fee contracts.

As modified by the Government, the proposed the Fee/Profit structure will include a positive incentive approach. The fee/profit listed in the table above represents the upper limit of the Government's potential cost/price. The Maximum, Target, and Minimum rates are discussed below. This structure provides an incentive that will motivate effort at the task level.



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B.7 RATE SCHEDULE FOR AWARD-TERM YEARS

Upon successful award of an award-term year in accordance with Section H of this solicitation, the contractor shall propose a new rate schedule within ninety (90) calendar days.



## C.1 1352.237-70 REPORTS (MAR 2000)

## a. Progress Reports

The Contractor shall submit, to the Government, a progress report every month after the effective date of the contract. The Contractor shall prepare a progress report advising of the work completed during the performance period, the work forecast for the following period, and the names, titles and number of hours expended for each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor. The report shall also include any additional information--including findings and recommendations--that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.

## b. Final Report

Within thirty (30) days of completion of the performance period, the Contractor shall submit, to the Government, a comprehensive draft report containing the Contractor's findings and recommendations. The report shall conform to the requirements of the contract, and include all necessary data, maps and exhibits to support findings and recommendations. It shall include a recapitulation of the amount of hours expended by each of the Contractor's employees, including officials of the Contractor. The report shall also include a brief summary, including short statements on the project's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of the final report. The Contractor shall incorporate the comments into a final report and furnish the Government with three (3) copies within ten (10) calendar days after receipt of the Government's comments.

## c. Financial Report for Active Task Orders

The contractor shall provide statements of cost incurred by task order every 2 weeks to the Government. The statement of cost incurred will include a complete list of both Fixed Price and Cost Plus Fixed Fee task orders identified by NDBC Branch and Description of the effort. The report will display all labor and non-labor charges incurred during the two-week period. Finally, the report will show the total amount of labor and non-labor dollars allocated to each task order.

## C.2 CONTRACTOR RESPONSE TO THE STATEMENT OF OBJECTIVES

The proposal submitted for this solicitation included a response to the Statement of Objectives (SOO) located in Section J of this contract. Proposal Volume II contained this response and required plans including the Management Plan; Phase-In Plan; Environmental and Safety Plan; Quality Assurance Plan; Small Business Subcontracting Plan; and the Award-Term Incentive Plan. The response to the SOO and the required plans are incorporated into Section J of the contract by reference only.

**D.1 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

**D.2 1352.247-71 PACKING FOR OVERSEAS SHIPMENT (MAR 2000)**

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

**D.3 1352.247-72 MARKING DELIVERABLES (MAR 2000)**

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:

QA1330-05-CQ-1035

**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil/vffara.htm>

**E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**  
(Reference 46.304)**E.3 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)**  
(Reference)**E.4 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)**  
(Reference 46.316)**E.5 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)**

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract. Inspection and acceptance will be performed at:

National Data Buoy Center

Building 1007

Stennis Space Center, Mississippi 39529-6000

**E.6 PERFORMANCE AND INCENTIVES**

Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the Performance-Based Contract for Technical Services for the Operation and Maintenance of the NOAA/NWS/NDBC Integrated Ocean Observing Systems (IOOS) issued task orders. The Government requires compliance with all contract-level and task order requirements to qualify for incentives. Performance metrics and incentives and disincentives shall be submitted by the Contractor and negotiated/accepted by the Government on all task order proposals over the life of this contract.

The SAIC Incentive Philosophy detailed in Proposal Volume I, Page 81 and 81-A, as modified by the Profit/Fee Table above shall form the basis of task level incentives on this contract.

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
http://www.arnet.gov http://farsite.hill.af.mil/vffara.htm

F.2 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)  
(Reference 42.1305)

F.3 52.247-34 F.O.B. DESTINATION (NOV 1991)  
(Reference 47.303-6)

F.4 1352.215-70 PERIOD OF PERFORMANCE (MAR 2000)

a. The period of performance of this contract is from 07/01/2005 through 06/30/2010. If an Award Term is earned, the period of performance shall be extended through the end of that Award Term period.

b. The award term periods that may be earned are as follows:

Period	Start Date	End Date
Award Term I	07/01/2010	06/30/2011
Award Term II	07/01/2011	06/30/2012
Award Term III	07/01/2012	06/30/2013
Award Term IV	07/01/2013	06/13/2014
Award Term V	07/01/2014	06/30/2015

F.5 DELIVERY SCHEDULE

The delivery schedule shall be established on the task orders.

**G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

**G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEB 2005)**

- a. The NDBC Technical Assistant is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

National Data Buoy Center  
Building 1007, Room 116B  
Stennis Space Center, Mississippi 39529-6000  
Technical Assistant  
228-688-2823

- b. The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
  - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO). The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

**G.3 1352.216-76 PLACEMENT OF ORDERS (MAR 2000)**

The Contractor shall provide services under this Contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place or delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

In accordance with FAR 52.216-18, ORDERING, the following individuals (or activities) are authorized to place orders against this contract:

QA1330-05-CQ-1035

National Data Buoy Center Contracting Officer

**G.4 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MARCH 2000)**

The Government property provided to the Contractor for use in the performance of this Contract is described in Section J. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

**G.5 GOVERNMENT PROPERTY - FACILITIES USE**

In performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities:

National Data Buoy Center  
Buildings 3202, 3203, 3203A, 3205, and 3208  
Stennis Space Center, MS 39529

NDBC Sterling Test Facilities  
Sterling, VA

These facilities shall be used and maintained in accordance with FAR 52.245-11 - Government Property (Facilities Use) (APRIL 1984)

**G.6 VOUCHERS AND BILLING REQUIREMENTS**

- a. All vouchers for all task orders shall be submitted (in two copies) to:

Contracting Officer  
National Data Buoy Center  
Administrative Building  
Stennis Space Center, MS 39529

- b. Payment of all approved vouchers will be made by:

Central Administrative Support Center  
601 E. 12<sup>th</sup> Street, Room 1760  
Kansas City, MO 64106

- c. The Contractor may submit, at least monthly or by Contractor accounting period, a billing using "Public Voucher for Purchases and Services Other than Personal," Standard Form 1034.

**H.1 1352.208-70 PRINTING (MAR 2000)**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

**H.2 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

**H.3 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)**

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

**H.4 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)**

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

## H.5 1352.216-78 TASK ORDERS (MAR 2000)

a. In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

b. The Contracting Officer shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.

c. The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the Contracting Officer within ten (10) calendar days a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate/proposed price. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule.

d. Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.

e. Within five (5) working days following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement.

f. Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

g. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.

h. Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.



H.6 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)--ALTERNATE II  
(OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business

Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
  - (A) Whether small business concerns were solicited and, if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;

- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact--
    - (A) Trade associations;
    - (B) Business development organizations;
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through--
    - (A) Workshops, seminars, training, etc.; and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
- (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

#### H.7 1352.228-70 INSURANCE COVERAGE (MAR 2000)

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Property Damage Liability Insurance shall be required in the amount of \$500,000

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

e. Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

#### H.8 1352.228-71 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MAR 2000)

The following requirements also apply to this contract:

a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.

b. For any insurance required pursuant to 1352.228-70, Insurance Coverage, the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

#### H.9 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MAR 2000)

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of a deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

## H.10 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

## H.11 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

## H.12 1352-237.72 Security Processing For Contractor/Subcontractor Personnel Working On A Department of Commerce Site (Low And Moderate Risk Contracts) (Dec 2006).

## A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts
  - a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)
  - b. Contracts less than 180 days - Special Agreement Check (SAC)
2. IT Service Contracts
  - a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)
  - b. Contracts less than 180 days - National Agency Check and Inquiries (NACI)
3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE - formerly Immigration and Naturalization Service) agency check.

## B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

### C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows:

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC) Form OFI-86C, to be processed. The COR will forward a completed OFI-86C, FD-258, and Credit Release Authorization, to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

3. Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, OFI-86C, by checking Block #7, Item 1. In block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.

6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved start date as well as favorable or unfavorable finding of the suitability determinations.

### D. Security Processing Requirements for Low Risk IT Service Contracts

Processing Requirements for Low Risk IT Service Contracts are as follows:

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents), must undergo a NACI that includes an agency check conducted by the CIS. The COR must request the CIS check as a part of the NACI.



### E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the Department.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.

### F. Access to National Security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

### H.13 1352.237-73 KEY PERSONNEL (MAR 2000)

a. The Contractor shall designate key personnel in each task order.

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

### H.14 1352-239.73 Security Requirements for Information Technology Resources (Oct 2006).

(a) Applicability.

This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce sensitive, non-national security or national security information contained in systems, or administrative control of systems

that process or store information, that directly support the mission of the Agency.

(b) Definitions.

For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in:

The Computer Security Act of 1987 (P.L. 100-235) (<http://www.ossec.doc.gov/cio/oipr/ITSec/csa-1987.html>), including the following definition of the term:

(1) sensitive information "...any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

- The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3 (<http://www.ossec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The DOC Security Manual, Chapter 18 (<http://home.commerce.gov/osy/SecurityManualSecurity%20%20Contents2.pdf>).
- Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information Technology Resources include, but are not limited to, hardware application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonable prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* ([http://www.ossec.doc.gov/cio/cio\\_it\\_policy\\_page.htm](http://www.ossec.doc.gov/cio/cio_it_policy_page.htm)).

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security processing Requirements for Service Contracts*.

## SPECIAL CONTRACT REQUIREMENTS

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy, Chapter 15, Section 15.3*. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by Section 15.4 or the *DOC IT Security Program Policy*.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR) 1352.209-72, *Restrictions Against Disclosure*.

(h) The Contractor shall afford DOC, including the Office of the Inspector General, access to the Contractor's and Subcontractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all Contractor owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with Chapter 6 of the *DOC IT Security Program Policy*. Specifically, the Contractor shall:

(1) Within 14 days after contract award, the Contractor shall submit for DOC approval, a System Certification Work Plan, including project management (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy, Section 6.5.2*. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the Contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy, Section 6.2*, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy, Section 6.3.1.2*.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.15 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR  
CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY  
SYSTEMS (OCT 2003)

(a) Contractor personnel requiring any access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. DOC shall provide screening using standard personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance:

- (1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the Information Technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- (2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract regardless of the expected duration of the contract.
- (3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the start of work on the contract.
- (4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 days but is less than 365 calendar days. The SAC must be initiated within three working days of the start of work on the contract.
- (5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM) (<http://www.dss.mil/isec/nispom.htm>), and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the cognizant DOC

security office servicing your bureau, operating unit, or Departmental office. At the option of the Government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting officer.

(b) Within five (5) days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training and DOC IT Security Policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, Section 3.13 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR) 1352.209-72, Restrictions Against Disclosures.

(d) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to

carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

#### H.16 1352.242-71 POST-AWARD CONFERENCE (MAR 2000)

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within 14 calendar days after the date of contract award. The conference will be held at:

National Data Buoy Center  
Building 1100  
Stennis Space Center, Mississippi 39529-6000  
Tim Black 228-688-2382

#### H.17 1352.252-70 REGULATORY NOTICE (MAR 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

#### H.18 AUTHORIZATION OF GOVERNMENT PAID TRAVEL

The Contractor shall be reimbursed for travel expenses in accordance with the Federal Travel Regulations, prescribed by the General Services Administration. Travel must be authorized on the task order.

1. The Contractor shall be reimbursed for travel expenses in accordance with the Federal Travel Regulations (FTR), prescribed by the General Services Administration and supplemented by the NOAA Travel Regulations (NTR) and the Commerce Travel Handbook (CTH). For travel to be reimbursed it must be authorized by task order.
2. It is understood that where the FTR, NTR, or the CTH provide agency flexibilities that the contractor shall consult and request policy guidance from the Contracting Officer. Such guidance will be requested from the Contracting Officer and will result in an administrative modification to the contract. This will ensure fairness and equity of treatment for employees of the contractor and government when working in the same environment.
3. The policy of NDBC on CONUS AND OCONUS travel as related to travel aboard ship delineated in NTR 301-11.101(b)(i) is as follows:
  - CONUS per diem for employees aboard a ship that is not docked and meals are provided will be \$3.00 for incidentals.
  - OCONUS per diem for employees aboard a ship that is not docked and meals are provided will be \$3.50 for incidentals.

#### H.19 AWARD-TERM INCENTIVE

The Contractor can earn up to five (5) one-year award terms to extend the length of the contract by providing excellent service during the base period and any preceding award term periods of the contract. Once an award-term is earned, the period of performance will be lengthened by one full year. The Director of the Office of the National Data Buoy Center Operational Systems, National Weather Service has been designated as the Term Determining Official (TDO).

Interim evaluations of the Contractor's performance shall be conducted at six (6) month intervals throughout the life of this contract. The Contractor shall be advised of the strengths/weaknesses in performance exhibited during the preceding six (6) months. No formal ratings will be assigned at this time. The Contractor shall submit a written self-evaluation to the Director of the National Data Buoy Center every six (6) months. The self-evaluation shall not exceed ten (10) pages.

The first Award-Term Evaluation will occur in the first contract quarter of the fourth contract year of the base period. Additional evaluations will be held on an annual basis for the next four (4) years. The Contractor may earn one award term year per evaluation. If the Contractor fails to earn an award-term year in the first evaluation, the Contracting officer may declare the Award-Term Incentive void. If after earning its first award-term year, the contractor fails to earn an award-term year in any succeeding year of contract performance, the Contracting Officer may cancel any additional award-term years that the Contractor has earned, but have not commenced, and declare the Award-Term Incentive void. If the Contracting Officer determines that the Contractor's performance does not conform to any material requirement of this contract at any time, then the Contracting Officer may cancel any additional award-term years that the Contractor has earned, but have not commenced, and declare the Award-Term Incentive void. The Contracting Officer's decision in this regard is independent of any decision whether to terminate the contract for convenience or default.

The cancellation of any award-term years or the voiding of the Award-Term Incentive for any reasons set forth in this clause shall not be considered a termination and shall not entitle a Contractor to remedies under any termination clause in this contract. Notwithstanding the provisions of this clause, the Government retains the right to terminate this contract for convenience or default in accordance with the clauses set forth in Section I.

#### H.20 HOLIDAYS AND ADMINISTRATIVE LEAVE

The Federal Government observes the following holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving	Christmas

And any other day designated as such by Federal Statue, Executive Order, or by Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed and when any such day falls on a Sunday, the following Monday is observed. Observation of these days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, estimated cost or fee, if any, except as set forth in the contract.

Contractor personnel performing on site under this contract shall limit their observation of holidays to those set forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either direct or indirect costs.

For Cost Plus Fixed Fee task orders: During inclement weather, if Stennis Space Center, MS, is open then Contractor employees shall report to work.

## H.21 SECTION 508 ACCESSABILITY

All electronic and information technology procured through this contract shall be in compliance with 36 CFR 1194, unless an agency exception to this requirement exists. Details can be found at [http://www.access-board.gov/sec508/508\\_standards.htm](http://www.access-board.gov/sec508/508_standards.htm)

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I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
<http://www.arnet.gov> <http://farsite.hill.af.mil/vffara.htm>

I.2 52.202-1 DEFINITIONS (JUL 2004)  
(Reference 2.201)

I.3 52.203-3 GRATUITIES (APR 1984)  
(Reference 3.202)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)  
(Reference 3.404)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)  
(Reference 3.503-2)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 3.502-3)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
(Reference 3.104-9)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
(Reference 3.104-9)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)  
(Reference)

I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)  
(Reference 4.303)

I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)  
(Reference 4.1104)

I.12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)  
(Reference 9.409)

I.13 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)  
(Reference 15.209)

I.14 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
(Reference 15.209)

I.15 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)  
(Reference 15.408)

I.16 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
(Reference 15.408)



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- I.17 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)  
(Reference 15.408)
- I.18 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
(Reference 15.408)
- I.19 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)  
(Reference 15.408)
- I.20 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)  
(Reference 15.408)
- I.21 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS  
(PRB) OTHER THAN PENSIONS (JUL 2005)  
(Reference 15.408)
- I.22 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN  
COST OR PRICING DATA--MODIFICATIONS (OCT 1997)  
(Reference 15.408)
- I.23 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)  
(Reference 16.307)
- I.24 52.216-8 FIXED FEE (MAR 1997)  
(Reference 16.307)
- I.25 RESERVED
- I.26 RESERVED
- I.27 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS  
CONCERNS (JUL 2005)  
(Reference 19.1308)
- I.28 RESERVED
- I.29 RESERVED
- I.30 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)  
(Reference 19.708)
- I.31 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED  
BUSINESS CONCERNS (SEP 2005)  
(Reference 19.1104)
- I.32 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)  
(Reference 22.103-5)
- I.33 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
(Reference 22.103-5)
- I.34 52.222-3 CONVICT LABOR (JUN 2003)  
(Reference 22.202)
- I.35 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME  
COMPENSATION (JUL 2005)  
(Reference 22.305)

- I.36 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  
(Reference 22.810)
- I.37 52.222-26 EQUAL OPPORTUNITY (MAR 2007)  
(Reference)
- I.38 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF  
THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]  
(Reference 22.1310)
- I.39 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
(Reference 22.1408)
- I.40 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)  
(Reference)
- I.41 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE  
ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)  
(Reference 22.1006)
- I.42 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)  
(Reference 23.1005)
- I.43 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
(Reference 23.505)
- I.44 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)  
(Reference 23.705)
- I.45 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)  
(Reference 23.906)
- I.46 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)  
(Reference 25.1103)
- I.47 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)  
(Reference)
- I.48 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT  
ONFRINGEMENT (DEC 2007)  
(Reference)
- I.49 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)  
(Reference)
- I.50 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)  
(Reference 28.311-1)
- I.51 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)  
(Reference 29.401-3)
- I.52 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)  
(Reference 30.201-4)
- I.53 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)  
(Reference 30.201-4)
- I.54 52.232-1 PAYMENTS (APR 1984)  
(Reference)

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- I.55 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)  
(Reference 32.111)
- I.56 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
(Reference 32.111)
- I.57 52.232-11 EXTRAS (APR 1984)  
(Reference 32.111)
- I.58 RESERVED
- I.59 52.232-16 III PROGRESS PAYMENTS (APR 2003)-ALTERNATE III (APR 2003)  
(Reference 32.502-4)
- I.60 52.232-17 INTEREST (JUN 1996)  
(Reference 32.617)
- I.61 52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
(Reference 32.705-1)
- I.62 52.232-22 LIMITATION OF FUNDS (APR 1984)  
(Reference)
- I.63 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
(Reference 32.806)
- I.64 RESERVED
- I.65 52.232-25 I PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)  
(Reference 32.908)
- I.66 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR  
REGISTRATION (OCT 2003)  
(Reference 32.1110)
- I.67 52.233-1 DISPUTES (JUL 2002)  
(Reference 33.215)
- I.68 RESERVED
- I.69 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)  
(Reference 33.106)
- I.70 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION  
(APR 1984)  
(Reference)
- I.71 52.237-3 CONTINUITY OF SERVICES (JAN 1991)  
(Reference 37.110)
- I.72 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)  
(Reference)
- I.73 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
(Reference)
- I.74 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)  
(Reference 42.709-6)

- I.75 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
(Reference 42.703-2)
- I.76 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 42.903)
- I.77 RESERVED
- I.78 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)  
(Reference 43.205)
- I.79 52.244-2 SUBCONTRACTS (AUG 1998)  
(Reference)
- I.80 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)  
(Reference 44.204)
- I.81 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)  
(Reference)
- I.82 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)  
(Reference 45.106)
- I.83 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR  
LABOR-HOUR CONTRACTS) (MAY 2004)  
(Reference 45.106)
- I.84 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)  
(Reference 46.805)
- I.85 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY  
2004)  
(Reference 49.502)
- I.86 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)  
(Reference 49.503)
- I.87 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
(Reference 49.504)
- I.88 52.249-14 EXCUSABLE DELAYS (APR 1984)  
(Reference)
- I.89 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED  
SERVICES (JAN 1991)  
(Reference 51.105)
- I.90 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)  
(Reference 53.111)
- I.91 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through contract expiration

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### I.92 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$1,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) "Maximum order." The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of the contract ceiling,
- (2) Any order for a combination of items in excess of the contract ceiling,

or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### I.93 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 calendar days following contract expiration.

(End of Clause)

### I.94 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and

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states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION)

Drafter IV, GS-7, 16.19  
Drafter III, GS-5, 13.07  
Drafter II, GS-4, 11.68  
Engineering Technician VI, GS-11, 23.97  
Engineering Technician V, GS-9, 19.81  
Engineering Technician IV, GS-7, 16.19  
Engineering Technician III, GS-5, 13.07  
Electronic Technician, Maintenance III, WG-10, 19.66  
Electronic Technician, Maintenance II, WG-9, 18.98  
Electronic Technician, Maintenance I, WG-8, 18.32  
Computer Operator IV, GS-7, 16.19  
Computer Systems Analyst II, GS-12, 28.73  
Computer Systems Analyst I, GS-11, 23.97  
Supply Technician, GS-7, 16.19  
Shipper/Receiver, WG-4, 15.45  
Shipper/Packer, WG-4, 15.45  
Warehouse Specialist, WG-5, 16.22  
Illustrator III, GS-9, 19.81  
Production Control Clerk, GS-6, 14.57  
Word Processor III, GS-5, 13.07  
Accounting Clerk II, GS-3, 10.41  
Maintenance Machinist, WG-10, 19.66  
Maintenance Trades Helper, WG-5, 16.55  
Transportation Assistant, GS-7, 16.19

LIST OF ATTACHMENTS-STATEMENT OF WORK/SPECIFICATIONS  
ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY  
RESULTANT CONTRACT

Exhibit A - Statement of Objectives

Exhibit B - Wage Board Determinations (WBD):

Wage Determination No.: 1994-2103 Rev: 33 Dated: 03/10/2005

Wage Determination No.: 1994-3201 Rev: 25 Dated: 09/30/2004

Exhibit C - Contractor's Small, Small Disadvantaged and Women-Owned Business  
Subcontracting Plan, dated 1/10/05 and revised 4/12/05

Exhibit D - NDBC Staffing Description Guide.

Exhibit E - Volume II of the Contractor's proposal dated 1/14/05 and revised  
4/12/05 is incorporated into this contract by reference only.  
Attached to this volume are the following plans:

1. Management Plan, dated 1/14/05 and revised 7/31/07
2. Award-Term Incentive Plan, dated 1/14/05\* Currently under revision
3. Phase-In Plan, dated 1/14/05
4. Environmental and Safety Plan, dated 1/14/05
5. Quality Assurance Plan, dated 1/14/05 and revised 4/12/05